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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**JOSE HUGO MARTINEZ
SIERRA**

Plaintiff,

v.

CHECKR, INC.

Defendant.

CIVIL ACTION NO. 2:16-CV-8531

**COMPLAINT FOR VIOLATIONS
OF THE FAIR CREDIT
REPORTING ACT AND THE
INVESTIGATIVE CONSUMER
REPORTING AGENCIES ACT**

DEMAND FOR JURY TRIAL

PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer, Jose Hugo Martinez Sierra, against Defendant for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C §§ 1681 *et seq.*, *as amended* and the Investigative Consumer Reporting Agencies Act (“ICRAA”), Cal. Civ. Code § 1786.1, *et seq.*

JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331. Supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. § 1367.

1 3. Venue lies properly in this district pursuant to 28 U.S.C. § 1391(b).

2
3 **PARTIES**

4 4. Plaintiff Jose Hugo Martinez Sierra is an adult individual residing in
5 Los Angeles, CA.

6 5. Defendant Checkr, Inc. (“Checkr”) is a business entity that regularly
7 conducts business in the Central District of California, which has a principal place
8 of business located at 2505 Mariposa Street, San Francisco, CA 94110.

9 **FACTUAL ALLEGATIONS**

10 6. In or around June 2016, Plaintiff applied for a position with Uber
11 Technologies, Inc. (“Uber”).

12 7. The position Plaintiff applied to, and the position Uber was hiring
13 for, was located in Los Angeles, CA.

14 8. As part of his job application, Plaintiff signed a document
15 purportedly authorizing Uber to obtain a consumer report for employment
16 purposes.

17 9. Uber requested a consumer report from Checkr, and Checkr sold to
18 Uber a consumer report concerning the Plaintiff on or around June 7, 2016.

19 10. The report furnished by Checkr was for employment purposes.

20 11. This consumer report contained at least two items of information
21 which were a matter of public record and of the type of information that was
22 likely to have an adverse effect upon Plaintiff’s ability to obtain employment
23 generally, and specifically with Uber.

24 12. Defendant Checkr has been reporting, and did here report, derogatory
25 and inaccurate statements and information relating to Plaintiff and Plaintiff’s
26 criminal history and record to third parties (“inaccurate information”).
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1 13. The inaccurate information includes, but is not limited to, criminal
2 offense records. These records appear on the consumer report Checkr sold about
3 Plaintiff to Uber as follows: “GUILTY- MISDEMEANOR THEFT OF
4 PROPERTY” and “GUILTY- MISDEMEANOR FAIL TO PAY FINES AND
5 COSTS.”

6 14. The inaccurate information grossly disparages the Plaintiff and
7 portrays him as a felon, which he is not. There is perhaps no greater error that a
8 consumer reporting agency can make. The inaccurate information consists of
9 incorrect statements which misrepresent his criminal history as well as incorrect
10 personal identifying information.

11 15. The derogatory inaccuracies appear to be caused by the Defendant
12 mixing Plaintiff, Jose Hugo Martinez Sierra’s consumer report with that of Jose
13 Martinez. Any rudimentary inspection of the data would reveal the inaccuracies.
14 Defendant obviously failed to employ such a procedure.

15 16. In creating and furnishing the Plaintiff’s consumer report, Defendant
16 failed to follow reasonable procedures to assure the maximum possible accuracy
17 of the information it reported about the Plaintiff. For example, Defendant
18 allowed and/or used very loose matching criteria to determine whether to include
19 information pertaining to a stranger, with a different middle name and social
20 security number, within Plaintiff’s consumer report.

21 17. Additionally, Checkr does not maintain strict procedures designed to
22 insure that such information is complete and up to date, as required by 15 U.S.C. §
23 1681k(a)(2) and Cal. Civ. Code § 1785.18(b). If Checkr had maintained such
24 procedures it would not have falsely reported criminal information belonging to a
25 stranger on Plaintiff’s consumer report.

26 18. Plaintiff was subsequently denied employment at Uber and Plaintiff
27 was informed by Uber that the basis for this denial was the inaccurate criminal

1 information that appears on Plaintiff's Checkr consumer report and that the
2 inaccurate information was a substantial factor for the denial.

3 19. As of result of Defendant's conduct, Plaintiff has suffered actual
4 damages in the form of lost employment opportunities, harm to reputation, and
5 emotional distress, including humiliation and embarrassment.

6 20. At all times pertinent hereto, Defendant was acting by and through
7 its agents, servants and/or employees who were acting within the course and
8 scope of their agency or employment, and under the direct supervision and
9 control of the Defendant herein.

10 21. At all times pertinent hereto, the conduct of the Defendant, as well as
11 that of its agents, servants and/or employees, was intentional, willful, reckless,
12 and in grossly negligent disregard for federal law and the rights of the Plaintiff
13 herein.

14 **COUNT ONE – VIOLATIONS OF THE FCRA**

15 **(Plaintiff v. Defendant)**

16 22. Plaintiff incorporates the foregoing paragraphs as though the same
17 were set forth at length herein.

18 23. At all times pertinent hereto, Defendant was a "person" and
19 "consumer reporting agency" as those terms are defined by 15 U.S.C. §§ 1681a(b)
20 and (f).

21 24. At all times pertinent hereto, the Plaintiff was a "consumer" as that
22 term is defined by 15 U.S.C. § 1681a(c).

23 25. At all times pertinent hereto, the above-mentioned consumer reports
24 were "consumer reports" as that term is defined by 15 U.S.C. § 1681a(d).

25 26. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Defendant is
26 liable to the Plaintiff for willfully and negligently failing to comply with the
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1 requirements imposed on a consumer reporting agency of information pursuant to
2 15 U.S.C. §§ 1681e(b) and 1681k.

3 27. The conduct of Defendant was a direct and proximate cause, as well
4 as a substantial factor, in bringing about the serious injuries, actual damages and
5 harm to the Plaintiff outlined more fully above and, as a result, Defendant is liable
6 to the Plaintiff for the full amount of statutory, actual and punitive damages, along
7 with the attorneys' fees and the costs of litigation, as well as such further relief, as
8 may be permitted by law.

9 **COUNT TWO – VIOLATIONS OF THE ICRAA**

10 **(Plaintiff v. Defendant)**

11 *Violation of ICRAA Cal.Civ.Code 1786.20*

12 28. Plaintiff incorporates the foregoing paragraphs as though the same
13 were set forth at length herein.

14 29. Defendant is an "investigative consumer reporting agency" as
15 defined by Cal. Civ. Code § 1786.2(d).

16 30. Plaintiff is a "consumer" as that term is defined by Cal. Civ. Code §
17 1786.2(b).

18 31. The above-mentioned consumer reports were "investigative
19 consumer reports" as that term is defined by Cal. Civ. Code § 1786.2(c) and were
20 provided to potential employers for employment purposes, as that term is defined
21 by Cal.Civ.Code. §1786.2(f).

22 32. Pursuant to Cal. Civ. Code § 1786.20, Defendant is liable for
23 violating the ICRAA by failing to follow reasonable procedures to assure
24 maximum possible accuracy of the information concerning Plaintiff.

25 33. The conduct of Defendant was a direct and proximate cause, as well
26 as a substantial factor, in bringing about the serious injuries, actual damages and
27 harm to the Plaintiff that are outlined more fully above and, as a result, Defendant

1 is liable to the Plaintiff for the full amount of statutory, actual and punitive
2 damages, along with the attorneys' fees and the costs of litigation, as well as such
3 further relief, as may be permitted by law.

4 **JURY TRIAL DEMAND**

5 34. Plaintiff demands trial by jury on all issues so triable.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs respectfully pray that relief be granted as follows:

- 8 (a) Actual damages;
9 (b) Statutory damages;
10 (c) Costs and reasonable attorney's fees; and
11 (d) Such other and further relief as may be just and proper.
12

13 Respectfully Submitted,
14 TATAR LAW FIRM, APC

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16 BY: 

17 Stephanie Tatar

18 Attorney for Plaintiff

19 DATE: November 16, 2016
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